

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
2010 APR 22 P 2:54
Time Stamp

TOTAL BASE BID 170,600.00

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday April 22, 2010

Project Manager: Allan Andaya ~ 975.7484

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

BIDDER NAME: FERMIN SIERRA CONSTRUCTION

Bond ☒ Cashier's Check _____

Addendums Included (0)

YES _____ NO _____

Non-Collusion Affidavit

YES ☒ NO _____

BID DOCUMENTS

PROPOSAL TO CITY OF SAN JOSÉ

FOR

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** and the Specifications approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the

SCHEDULE OF QUANTITIES

PROJECT: Gundersen Drive Storm Drain Improvement Project

CONTRACTOR:

File No.: 5269

ITEM NO.	SPEC. SECT	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1	5-2	Street Clean-up (Minimum \$500 per day) (Revocable)	Day	15	\$ 500.00	\$7,500.00
1b.	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1a. above) (Revocable)	Day	15	10	150
2	11-1	Mobilization(Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
3	12-1	Traffic Control	L.S.	1	5,000	5,000
4	12-2	Police Officer (min. \$50.00 per hr.) (Revocable)	Hr.	120	50	6,000
5	15-1.02	Additional Potholing (Revocable)	Ea.	2	100	200
6	15-3	Utility Conflict (Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
7	25-1	Additional Backfill Material (Revocable)	Ton	15	10	150
8	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	10	500
9	73-1	Additional Curb & Gutter (Revocable)	L.F.	30	10	300
10	81-2	Replace City Standard Monument (Revocable)	Ea.	1	800	800
11	1301-2	Trench Sheeting, Shoring and Bracing	L.S.	1	2,500	2,500
12	1301-7	Bedding Stabilization Material (Revocable)	Ton	225	10	2,250
13	1302-2	Install 12-inch Dia. DIP, Thickness Class 52	L.F.	75	150	11,250
14	1302-2	Install 20-inch Dia. DIP, Thickness Class 52	L.F.	420	200	84,000
15	1305-1	Standard Concentric Manhole, D-11 (21-inch & Smaller Diameter Pipe)	Ea.	2	7,500	15,000
16	1305-1	Standard Regular Hooded Inlet	Ea.	2	7,500	15,000
TOTAL						170,600

partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

_____, being first duly sworn, deposes and says that he/she is
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that
the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not
directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid
are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the
effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury,
that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that
making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all
accompanying documents are true and correct.**

Executed on April 22, 2010

Permin Sierra Construction Inc.
Legal Company Name

Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 4620851210
Expiration Date: 6-15-10
State Contractor Lic. No.: 767511
Classification: A
Expiration Date: 08-31-11
Federal I. D. No.: 94-3311563
Address: 32203 - Almaden Blvd.
Union City, Ca, 94587
Telephone: (610) 784-6376

By: Guadalupe M. Sierra
Title:

NOTARY

On April 22, 2010 before me, Guadalupe M. Sierra, Notary Public, personally appeared
(name and title of officer)

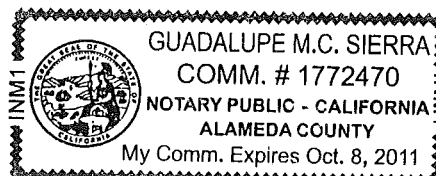
Guadalupe M. Sierra, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.
Signature Guadalupe M. Sierra

Notary Public

(Seal)



30PROPSL
5269

Page 3 of 3
10

Rev. 1/22/08
Special Provisions

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA)

County of ALAMEDA)

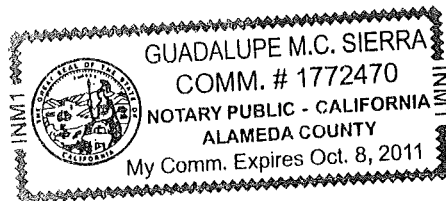
On April 22, 2010 before me, GUADALUPE M. SIERRA, Notary Public
(here insert name and title of the officer)

personally appeared FRANCESCA V. SIERRA

personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Non Collusion Affidavit for
Guadalupe Sierra
Improvement for City &
SAN JOSE
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/22/10

NA
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, FERMIN SIERRA CONSTRUCTION, INC. as PRINCIPAL, and INTERANTIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized under the laws of the State of NEW JERSEY and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE AMOUNT OF BID DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2nd Floor, San José, California 95113, on April 22, 2010, for **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20TH day
of APRIL, ~~2008~~ 2010.

PRINCIPAL

FERMIN SIERRA CONSTRUCTION, INC.

SURETY

INTERNATIONAL FIDELITY INSURANCE
COMPANY

Legal Company Name

Legal Company Name

CORPORATION
Indicate Type of Entity

By

Francisco V. Sierra
Title: *Francisco V. Sierra*
VP - GM

By

[Signature]
GREG MCCARTNEY, ATTORNEY-IN-FACT
Title: _____

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

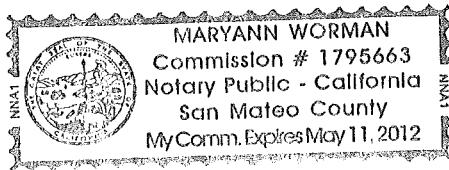
State of California

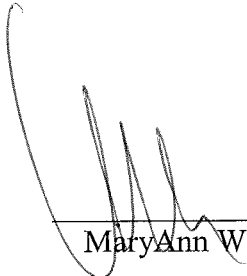
County of San Mateo

On APRIL 20, 2010 before me, **MaryAnn Worman, Notary Public** personally appeared **Greg McCartney (x)** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




MaryAnn Worman, Notary Public

Optional Information

Though law does not require the information below, it may prove valuable to person(s) relying on the document and could prevent fraudulent reattachment of this form.

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc.
1625 El Camino Real
Belmont, CA 94002
(650) 593-8216

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

GREG MCCARTNEY, FRANCES R. BRUNO, STEVE SUISSA

Belmont, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

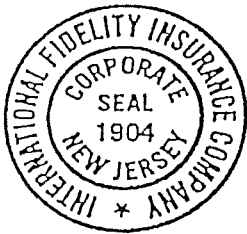
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



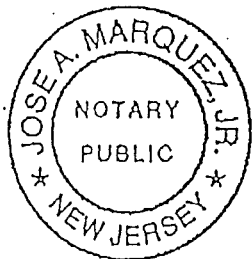
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20TH day of APRIL 2010

[Signature]
Assistant Secretary

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
Sewer Collection System	City of Modesto	\$494,250
Moorpark/W. San Jose Sewer Rehab	City of San Jose	\$380,800-
Brace Ave/Perie Ln Sewer Rehab	City of San Jose	\$380,000±
Anna-Rossini Alley Sewer Replacement	City of Gilroy	\$714,000±

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CONTRACT AMOUNT

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the page.

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

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[illegible]